दुय्यम निबंधक: सह दू.नि.का-कूर्ला 4

दस्तक्रमांक व वर्ष: 580/2007

Thursday, January 25, 2007 5:25:10 PM

सूची क्र. दोन INDEX NO. II

नोंदणी 63 म.

Regn. 63 m.e.

गावाचे नाव: किरोळ

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणा देतो की पटटेदार ते नमूद करावे) मोबदला रू. 2,000,000.00 बा.भा. रू. 1,638,888.00

(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)

(1)फ़ायनल प्लॉट क्र.:74 सिटिएस क्र.: 32 वर्णनः विभागाचे नाव - किरोळ - कुर्ला, उपविभागाचे नाव - 104/498 - मुभागः उत्तरेस गाव हद्द, पूर्वेस गाव हद्द व पश्चिमेस अंशतः वॉर्ड हद्द व गाव हद्द, दक्षिणेस २७.४५ मी. रुंद रस्ता.. सदर मिळकत सि.टी.एस. नंबर - ३२ मध्दे आहे. फ्लंट नं. सी -16, 4 था मजला , कैलास को ऑ हौ सोसा लि.,जिवदया लेन , भटवाडी घाटकोपर प. मुं. 84., तळमजला अधिक ४ मजल्यांची इमारत , सन 1972 मधील बांधकाम., (1)बांधीव मिळकतीचे क्षेत्रफळ 59.38 ची.मी. पार्किंग स्पेस सहित आहे.

(3)क्षेत्रफळ

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(1)-

(5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे AACPN1287G. नाव व संपूर्ण पत्ता

(6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा व संपूर्ण पत्ता

(1) के. विजय गोपाल (के. विजय गोपाल नायर) - -; घर/फ़्लॅट नं: बी -706, सनराईज को ऑं हौ सोसा लि., रहेजा विहार कॉम्प्लेक्स , चांदीवली रोड, मुं. 72; गल्ली/रस्ता: -; ईमारतीचे नावः --; ईमारत नं: -; पेठ/वसाहतः -; शहर/गावः -; तालुकाः -; पिनः -; पॅन नम्बरः

(1) डॉ. शितल वैभव देविंगरकर - -; घर/फ़्लॅट नं: 5/6, ए विंग , चित्रकुट, साईकृपा को ऑ हौ सोसा लि., भटवाडी ,घाटकोपर प. मुं. 84; गल्ली/रस्ता: --; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -;पिन: -; पॅन नम्बर: AIYPD8786E.

किंवा आदेश असल्यास, वादीचे नाव (2) डॉ. वैभव रमेशराव देविगरकर - -; घर/फ़्लॅट नं: वरीलप्रमाणे ; गल्ली/रस्ताः -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -;पिन: -; पॅन नम्बर: AEWPD6222P.

(7) दिनांक

करून दिल्याचा 25/01/2007

(8) नोंदणीचा 25/01/2007

(9) अनुक्रमांक, खंड व पृष्ठ

580 /2007

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क (11) बाजारभावाप्रमाणे नोंदणी

क्त 82600.00

रू 20000.00

(12) शेरा

Thed & developed by C-DAC. Pune

भी लिहिला मी वाचला मी मजबात घेतळी



लह. दुध्यम निवंधक कुर्ली ४ तुंबई उपनगर जिल्हा.



यांना त्यां ता. . २.५. . . १. . । वर्षातुसार सक्का लिओ भेयई उपनगर जिएहा.

SARITA REPORTS VERSION 5.2.19

- 13. The Purchaser/s shall use the said premises or any part thereof or permit the same to be used only for the residential purpose only. Purchasers hereby covenant with the Vendor that they will become member of the society formed by the Flat owners and will abide the rules, regulations and bye-laws of the society . The Vendor and Purchasers hereby agree on execution of these presents, necessary application for transfer of membership, shares of the society and right ,title and interest in the said flat in वदर-१४ favour of the Purchasers will be submitted to the society.
- 14. The Stamp duty and registration charges of these presents are to be exclusively borne and paid by the Purchasers\ Transferees & the transfer charges to be paid to the society shall be paid by Vendor & the Purchasers equally.
- 15. The Purchasers\ Transferees hereby undertake to pay to the Vendor\ Transferor balance sum of Rs.15,00,000.09 7 days from the date of registration of the said Instrument. In the event the Purchasers\ Transferees are unable to pay the said sum of Rs.15,00,000.00/- (Rs. Fifteeen Lacs only) stipulated period aforesaid, the Vendor\ Transferor shall be on the said amount of entitled for interest @ 12% Rs. 15,00,000.00/- till the same is paid to the Vendor\ Transferor by the Purchasers.

Harris

CONTD.....10

CO-OPERATIVE HOUSING SOCIETY LTD.

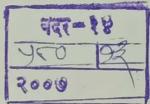
Registration No.: BOM/HSG/1193 of 1966 Dated 26-5-66

Barve Nagar, Ghatkopar (W), MUMBAI - 400 084.

DATE ____

Date- 17/01/2007

To Whom it may Concern



This is to certify that Mr. K. Vijay Gopal is a bonafied member of our society, and Flat No. C/16 was allotted to him in the 'C' wing of our Bldg. after the resignation of member Mr.D.R. Mohale .Details of the Flat & Building are as follows.:

1. Area of the Flat : 532 Sq. ft. carpet.

2. Details of the Building : Ground + 4 floors – without Lift. was

Constructed ready for occupation in St

Year 1972.

3. C.T.S. No. : 32

4. Village & Taluka : Kirol- Kurla.

5. Share Certificate : No.044 (duplicate) 5 shares.

Numbering – 216 to 220

The above details are given for Stamp duty & Registration.

For : KAILAS CO-OP. HOUSING SOCIETY LTD.

Secretory

damage occasioned due to or as a result of any defect in title or want of title of the Vendor\ Transferor to the said premises or due

- 5. to any claim or demand of any person/s in relation to the said premises described in the Schedule hereunder.
- Transferor only is the absolute owner/holder of the said premises and that no person/s except the Vendor\ Transferor has any matter whatsoever title, interest, benefit, claim or demand of any nature whatsoever into or upon the said premises either by way of sale, mortigage lien, exchange, trust, inheritance, maintenance or easement or otherwise however and that the Vendor\ Transferor has appeared to the Purchasers.
 - 7. The Vendor\ Transferor further declares that the Vendor\ Transferor has not created any charge, mortgage, lien or encumbrance or any nature whatsoever upon or in respect of the said premises nor is the same or any part thereof the subject matter of any litigation nor is the same or any part thereof attached in execution of any decree nor has the Vendor\ Transferor created any decree nor has the Vendor\ Transferor created any adverse right in favour any person/firm/institution in

CONTD......7

1/2

Luguras



Thursday, January 25, 2007

5:23:37 PM

गावाचे नाव

पावती

Original नॉदणी 39 म. Regn. 39 M

पावती क्र.: 581

दिनांक 25/01/2007

दस्तऐवजाचा अनुक्रमांक वदर14 - 00580 - 2007

दस्ता ऐवजाचा प्रकार करारनामा

किरोळ

सादर करणाराचे नाव: डॉ. शितल वैभव देवगिरकर -

नोंदणी फी :- 20000.00

नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), :- 660.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी (33) एकूण रु. 20660.00

आपणास हा दस्त अंदाजे 5:38PM ह्या वेळेस मिळेल

दुय्यम निंबधक सह दु.नि.का-कुर्ला 4

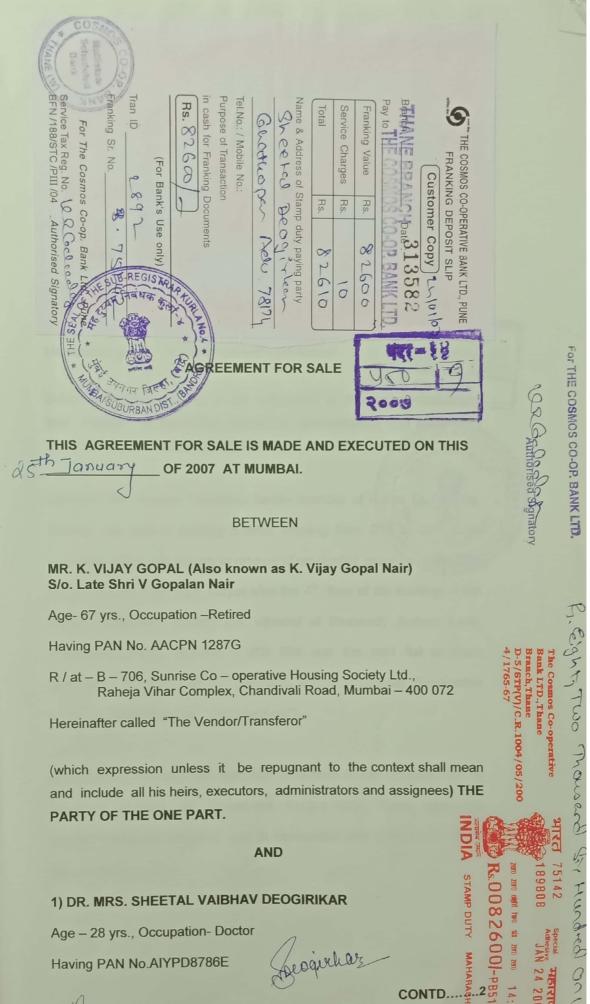
बाजार मुल्यः 1638888 रु. मोबदलाः 2000000र**सह दुय्यम निबंधक कुर्ला क्र. ४,** भरलेले मुद्रांक शुल्कः 82600 रु.

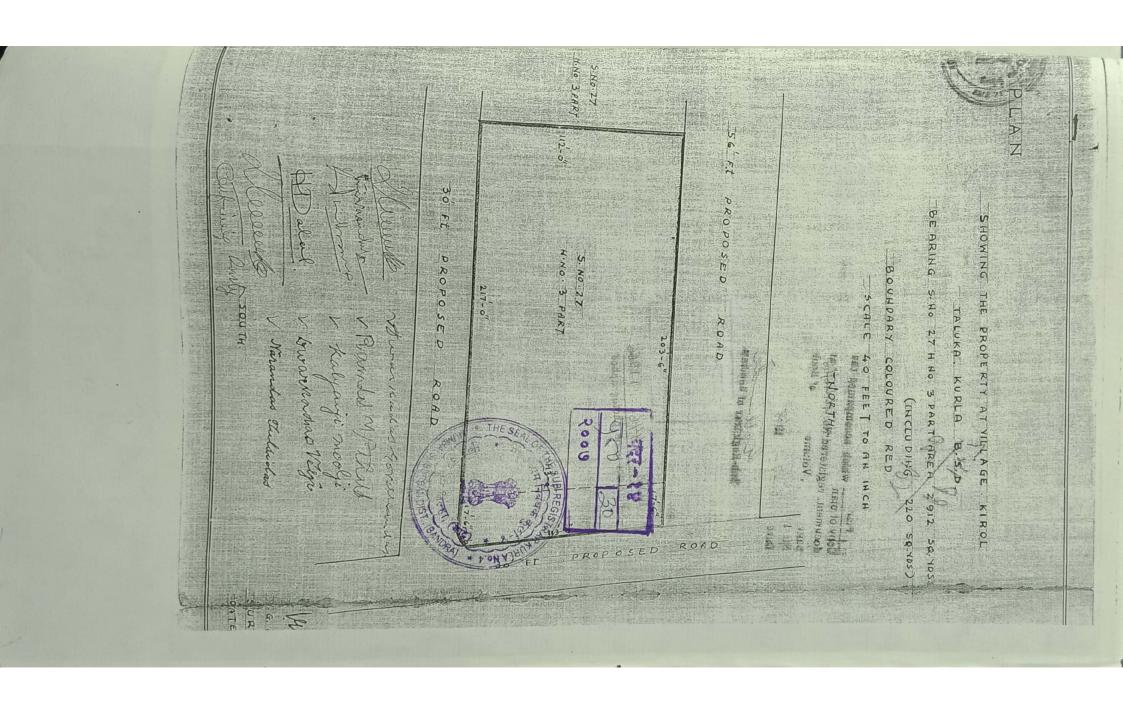
देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;

बॅकेचे नाव व पत्ताः दि कॉसमॉस को ऑ बॅक लि. मुं. 86;

डीडी/धनाकर्ष क्रमांक: 492863; रक्कम: 20000 रू.; दिनांक: 24/01/2007

DELIVERED समाशोधनाच्या अधिन राहून





KAILAS CO-OPERATIVE HOUSING SOCIETY LTD.

Registration No.: BOM/HSG/1193 of 1966 Dated 26-5-66

Barve Nagar, Ghatkopar (W), MUMBAI - 400 084

DATE 24/10/20/6

NOC to Flat No. C-16, from Kailas CHS. Ltd.

To,
The Manager,
The Cosmos Co-op. Bank Ltd.,

Ghatogar,
Branch.

Sir,

Sub.: No Objection Certificate to create Mortgage / Lien in favour of The Cosmos Co-op. Bank Ltd.

Ref.: Flat No. C-16

with reference to above mentioned subject, we here by confirm that Mrs. Sheetal Viabhav Devgirkar and Viabhav R. Devgirkar are bonafide joint members of our society and the rightful owner of the share certificate no. 044 having distinguishing share no. 361 to 365 pertaining to flat no C-16 situated on 4th floor of the Building of Kailas CHS. Ltd. situated at Barve Nagar, Bhatwadi, Near Abhishek Nursing Home, Ghatkopar (W), Mumbai – 400084.

We confirm that the said building is constructed after obtaining all necessary permission from the concerned competent authority. We have no objection to Mrs. Sheetal Viabhav Devgirkar and Viabhav R. Devgirkar for mortgaging the above mentioned flat No. C-16 to you as security for any facility sanctioned by your bank to said Mrs. Sheetal Viabhav Devgirkar or his associates.

As per office record of our society there are no dues pending against the said flat. Our society building is under process of redevelopment procedure. We have created a lien on the said flat in favour of The Cosmos Co-op. Bank Ltd.

<u>Ghatkopor</u> in our records.

For Kailas CHS. Ltd.,

Hon. Secretary Kailas CHS. Ltd.

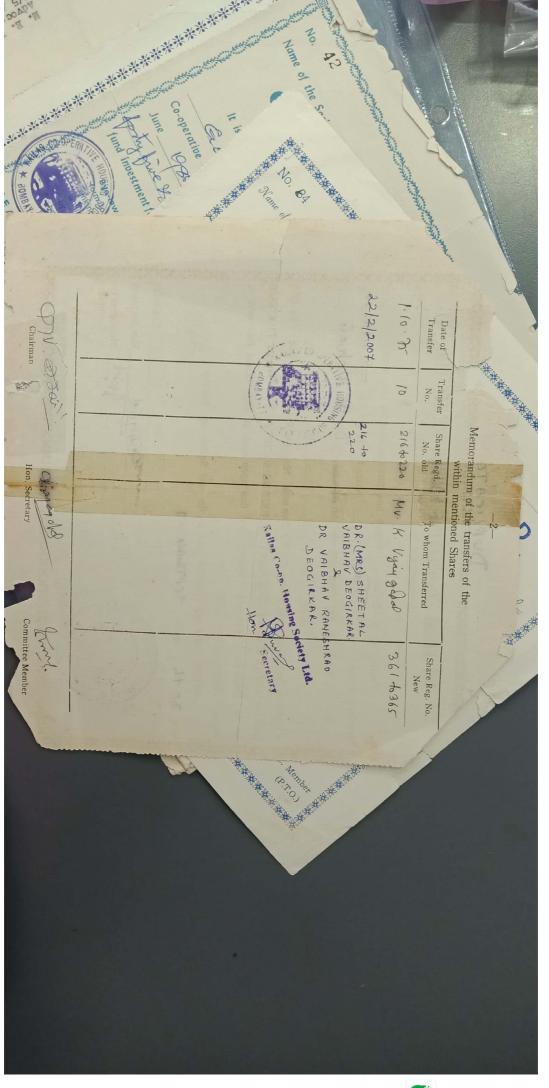
For KAILAS CO-OP. HOWSING SOCIETY LTD

Chairman

Hon. Secretary

Treasurer





respect of said premises except the housing loan availed and enjoyed by the Vendor/Transferor herein which he undertakes to repay before handing over possession of the said premises to the Purchasers/Transferees herein.

8. The Vendor\ Transferor further declares that the Vendor\ Transferor has not done any act, deed, matter or thing whereby the Vendor\ Transferor is prevented from selling, transferring, assigning and assuring the said premises hereby acceptable.

9. The Vendor\ Transferor herein further assured unto the Purchaser\ Transferee that the Vendor\ Transferor has paid all the dues and outgoings in respect of the said premises to the society/government authorities till execution of this Presents and also undertake to pay monthly maintenance charges of the said premises till the date of handing over of possession of the said premises to the Purchaser. All such charges, dues and outgoings shall be paid and borne by the Purchasers\ Transferees or their representatives, assigns, etc. only upon taking over possession of the said premises by them.

CONTD......8

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IN WITNESS WHEREOF the parties hereto have signed hereunder at MUMBAI THIS 25th Jan. 2007 SIGNED AND DELIVERED by the withinnamed "Vendor/Transferor" MR. K.VIJAY GOPAL (ALSO KNOWN AS K. VIJAY GOPAL NAIR) in the presence of ... SIGNED AND DELIVERED by the withinnamed Purchasers/Transferees 1) DR. MRS. SHEETAL VAIBHAV DEOGIRIKAR 2) DR. MR. VAIBHAV RAMESHRAO DEOGIRIKAR in the presence of ... 1>Signature Name: Address 2> Signature Name: Address CONTD.....12 दस्त गोषवारा भाग-1

वदर14 दस्त क्र 580/2007

5:25:02 pm

25/01/2007

दुय्यम निबंधकः सह दु.नि.का-कुर्ला 4

दस्त क्रमांक: 580/2007 दस्ताचा प्रकार: करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठस

नावः के. विजय गोपाल (के. विजय गोपाल नायर) पत्ताः घर/फ़्लॅट नं: बी -706, सनराईज को ऑ हो सोसा लि., रहेजा विहार कॉम्प्लेक्स , चांदीवली रोड, मुं वय

गल्ली/रस्ताः -ईमारतीचे नावः --

लिहून देणार 67 सही





नावः डॉ. शितल वैभव देवगिरकर -2 पत्ताः घर/फ़लॅट नंः 5/6, ए विंग , चित्रकुट, साईकृपा को ऑ हौ सोसा लि., भटवाडी ,घाटकोपर प. मुं. 84 गल्ली/रस्ता: --

ईमारतीचे नावः ईमारत नं: पेट/वसाहत

लिहून घेणार

वय





नावः डॉ. वैभव रमेशराव देवगिरकर 3 पत्ताः घर/फ़लॅट नंः वरीलप्रमाणे

गल्ली/रस्ता: -ईमारतीचे नावः ईमारत नं:

पेट/वसाहत: शहर/गाव:-तालुकाः -

पॅन नम्बर: AEWPD6222P

लिहून घेणार

वय 32







1 OF 1

वदर14

(580/2007)

दस्त क्रमांक

पावतीचे वर्णन पावती क्र.:581 डॉ. शितल वैभव देवगिरकर

दिनांक:25

01/2007

20000 :नोंदणी फी

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> (आ. 11(2)), :नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल

20660: एकूण

एकत्रित फ़ी

निबंधकाची सही, सह दु.नि.का-कुर्ला 4

थ परब

्या दस्तामध्ये

)पाने आहेत 12000

आळख : खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करुन देणा-यांना व्यक्तीशः ओळखुनात्... दिनेश घाग -- ,घर/फ़्लंट नं: -बी/33, नवजाई को ऑ हौ सोसा लि., ठाणे प 17. A. प्रमाणित

ओळख

दस्त नोंद केल्याचा दिनांक : 25/01/2007 05:24 PM

शिक्का क्र. 3 ची वेळ : (कबुली) 25/01/2007 05:24 PM शिक्का क्र. 4 ची वेळ : (ओळख) 25/01/2007 05:24 PM

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 25/01/2007 05:17 PM शिक्का क्र. 2 ची वेळ : (फ़ी) 25/01/2007 05:23 PM

दस्ताचा प्रकार :25) करारनामा

निष्पादनाचा दिनांक : 25/01/2007

दरत हजर केल्याचा दिनांक :25/01/2007 05:17 PM

दस्त हजर करणा-याची सही:

बाजार मुल्य :1638888 मोबदला 2000000 दरत क्र. [वदर14-580-2007] चा गोषवारा

भरलेले मुद्रांक शुल्क : 82600

शहर/गाव:-पेट/वसाहतः -ईमारत नं:

ईमारतीचे नावः -

नोंद्छा

पुस्तक क्षमांक १ क्षमांकावर

anis 24/9/100

सन्य.

संबई उपनगर जिल्हा,

डे

0

4 4 8

दुष्यम निबंधक कुर्मि ४

गल्ली/रस्ताः

वेन: तालुका: -दिलीप पाटणे -

ईमारतीचे नावः गल्ली/रस्ताः ए-८, पटेल वाडी , असल्का व्हीलेज , घाटकोपर , घर/फ़लंट नं:

शहर/गाव:-पेट/वसाहतः इमारत नं: -

डु. निबंधकाची सही सह दु.नि.का-कुर्ला 4 बं

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परवा

SUB-REGISTA URBAN DIST (1) BICO!

of Rs.15,00,000/- (Rs. Fifteen Lacs Only) to the Vendor\
Transferor within 7 days from the date of registration of this
Instrument by raising loan from any Bank or financial Institution.

- 3. The Vendor\ Transferor will hand over possess on of the said premises to the Purchasers\ Transferees only upon receipt of full and final consideration towards sale of said premises. If the Vendor fails or neglects to give possession of the said premises to the Purchaser/s within 7 days from the date of receipt of said consideration and/or on such date as may be extended by mutual consent then the Purchaser/s shall have the option to terminate this Agreement after giving 10 days notice in writing whereupon the Vendor shall be liable on demand to refund to the Purchaser/s amounts already received by it in respect of the said premises alongwith simple interest @ 12% per annum from the date of the receipt of the respective amounts by the Vendor till payment.
- 4. The Vendor\ Transferor hereby covenants and agrees to indemnify and keep indemnified the Purchasers, their heirs, executors, assigns and representatives against any loss and/or

CONTD......6

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Jacquiar_

2) DR. MR. VAIBHAV RAMESHRAO DEOGIRIKAR

Age- 32 yrs., Occupation- Doctor

Having PAN No. AEWPD6222P

Both are R/at-

5 / 6, B – Wing, Chitrakut, Sai Krupa CHSL, Bhatwadi, Ghatkopar [West], Mumbai – 400 084

Hereinafter called "The Purchasers/Transferees"

(which expression unless it be repugnant to the context-shall mean and include all their heirs, executors, administrators and assignees)

THE PARTY OF THE SECOND PART.

Whereas the Vendor\ Transferor herein member of Kailas Co.Op.Hsg. Society Ltd. and is holding Shares Bearing Nos. 216 to 220 (both inclusive) of the said society in respect of residential premises being stat. No. C-16 adm. 532 sq.ft. carpet s/on the 4th floor of the building of the Kailas Co.Op.Hsg. Society Ltd. situated at Bhatwadi, Jivdaya Lane, Ghatkopar [West], Mumbai – 400 084 and the said flat is more particularly described in the Schedule written hereunder (hereinafter called and referred to as "said premises").

Said Vendor has acquired right, title & interest in the aforesaid flat by virtue of Articles of Agreement dtd.6.4.1973. Since then the Vendor/Transferor herein is well in occupation and possession of the said premises.

CONTD.....3

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And Whereas the Vendor\Transferor does not require the said premises and thought it desirable to sell the same and the Purchasers/Transferees who are also looking for suitable premises for their residence in the same vicinity approached the Vendor/Transferor for purchase of the said premises.

And Whereas the Kailas Co.Op.Hsg. Society Ltd. vide its letter dtd.17.1.2007 has given permission to the Vendor\ Transferor to sell the said premises to the Purchasers. Copy of said letter is annexed herewith and is marked as "Annexure A"

And Whereas based upon the talks held between the Vendor Transferor and Purchasers Transferees and the assurance given by the Vendor Transferor to the Purchasers Transferees as mentioned bereinafter, the Vendor Transferor has agreed to sell to the Purchaser Transferee all its right, title and interest in the said premises described in the Schedule written hereunder for total consideration of Rs. 20,00,000 upon terms and conditions contained hereunder.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

That the Vendor\ Transferor shall sell to the Purchasers\
 Transferees and the Purchasers\ Transferees shall purchase from the Vendor\ Transferor Flat no. C-16 adm. 532 sq.ft. carpet s/on



Leginas CONTD.....4

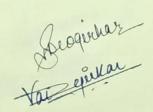
the 4th floor of the building of the Kailas Co.Op.Hsg. Society Ltd. situated at Bhatwadi, Jivdaya Lane, Ghatkopar, Mumbai-84 alongwith parking space allotted to the Vendor in respect of said flat for total consideration of Rs. 20,00,000/- (Rs. Twenty Lacs only) along with parking. The said flat premises is more particularly described in the Schedule written hereunder.

2. The Purchasers\ Transferees has on the execution of this Agreement paid to the Vendor\ Transferor an amount of Rs. 5,00,000/- (Rs. Five Lacs only) in following manner-

		THE SUB-NEGISTA
Amount in Rs.	Date	Banks THE THE STATE OF THE STAT
1,00,000.00	11.01.2007	The Cosmos Co-op
2,00,000.00	24.01.2007	The Cosmos To Corop. Bank Ltd.
2,00,000.00	24.01.2007	The Cosmos Co-op. Bank Ltd.
	1,00,000.00 2,00,000.00	1,00,000.00 11.01.2007 2,00,000.00 24.01.2007

(the receipt whereof the Vendor\ Transferor hereby does admit. acknowledge and confirm and does forever discharge, acquit, release the Purchasers\ Transferees of the same and every part thereof). The Purchasers\ Transferees shall pay the balance sum

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16. This Agreement is subject to the provisions of Maharashtra Co.Op.Soc.Act, 1960 or the Maharashtra Apartment Ownership Act (Mah Act. No.XV of 1971) and the rules framed there under.

SCHEUDLE OF THE PROEPRTY REFERRED HEREINABOYE - 18

All that piece and parcel of Flat No. C-16 Adm. 532 Sq. Rf. Carpet

to and the said premises entitled hereto.

s / on the 4th floor of the building of the Kailas Co.Op.Hsg. Society Ltd. alongwith parking space allotted to the Vendor in respect of said flat standing on piece of land bearing Plot no. 74,75 out of C.T.S.No. 32 of village Kirol-Kurla situated at Bhatwadi, Jivdaya Lane, Shatkopar Mumbai - 400 084 and within the limits of "N " ward of Greater Mumbai Municipal Corporation limits Together with proportionate rights the land under the building with rights and authority in common area and facilities and with all the rights for which the Vendor/Transferor is entitled

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soloquihas quela